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**OFFICE OF PROFESSIONAL LICENSURE AND CERTIFICATION
STATE OF NEW HAMPSHIRE**

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Concord, New Hampshire 03301
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Joseph G. Shoemaker
Technical Division Director

Peter D. Danles
Executive Director

Sheri Walsh
Health Division Director

May 10, 2019

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

1. Authorize the Office of Professional Licensure and Certification, Division of Health Professions (OPLC-DHP) to enter into a Memorandum of Understanding with the Department of Agriculture, Board of Veterinary Medicine (DAMF-BVM), to include veterinarians in their impaired licensee program.
2. Further authorize OPLC-DHP to enter into a one year contract with the New Hampshire Professionals Health Program (NHPHP) (VC# 175105), Amherst, NH, in an amount not to exceed \$450,000, to manage and administer the a) Dental Professional Assistance, b) Physician Health, c) Impaired Pharmacist, d) Board of Nursing Licensee Monitoring, and e) Impaired Veterinarian Programs for fiscal year 2020, effective July 1, 2019 through June 30, 2020 upon Governor and Council Approval. 97.8% Other funds, 2.2% General funds.

Funds are anticipated to be available in the State FY 2020 operating budget as follows:

	FY 2020
01-21-021-215010-24060000 Office of Professional Licensure and Certification Division of Medical Professions 531 – 500372 Impaired Programs	\$440,000
02-18-018-182810-29480000 Department of Agriculture Board of Veterinary Medicine 102-500731 Contracts for Program Services	\$10,000

EXPLANATION

Pursuant to RSA 329:13-b, V (Board of Medicine), the RSA 318:29-a, VI (Board of Pharmacy), RSA 317-A:16-a, V (Board of Dental Examiners), and RSA 326-B:36-a, VI (Board of Nursing), when a licensee is determined by the Boards to be impaired professionally by addiction or behavioral problems, the Boards are authorized to require the licensee to obtain care, counseling or treatment in a professional abuse program. The Board of Veterinary Medicine is not required to provide impaired licensee services by statute, but has been a participant in this program for ten years; the two contracts are being combined for economies of scale.

By nature of their professions, healthcare practitioners have easy access to many potentially addictive drugs and unfortunately, some have resorted to self-medicating to help deal with the stress that occurs as part of their job. These impaired practitioner monitoring/treatment services not only help protect the public from unsafe practice by impaired health professionals, but also provide potentially lifesaving assistance to these professionals with addiction recovery.

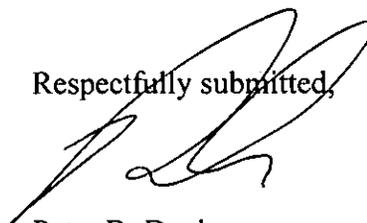
The following boards provide an impaired licensee fee per statute: An assessment of not more than \$30 on each dentist initial license application or dentist biennial license renewal is used to offset the cost of the professional assistance program, pursuant to RSA 317-A:4, I (e). An assessment of not more than \$15 on each annual pharmacists license renewal is used to offset the cost of the impaired pharmacist program, pursuant to RSA 318:29-a, VI (b). An assessment of not more than \$50 on each physician license renewal is used to offset the cost of the impaired physician program, pursuant to RSA 329:13-b, V (a).

The Office of Professional Licensure and Certification advertised for bids on the state's website. The NHPHP was the only organization to submit a proposal.



Shawn Jasper
Commissioner
Department of Agriculture

Respectfully submitted,



Peter D. Danles
Executive Director
Office of Professional Licensure and
Certification

MEMORANDUM OF AGREEMENT

OFFICE OF PROFESSIONAL LICENSURE AND CERTIFICATION

AND

DEPARTMENT OF AGRICULTURE

PROFESSIONAL HEALTH PROGRAM

THIS AGREEMENT is made this 24th day of May, 2019 by and between the State of New Hampshire Office of Professional Licensure and Certification ("OPLC") and the Department of Agriculture, Markets and Food ("DAMF").

OPLC will administer the Professionals' Health Program, contracted out to New Hampshire Professionals Health Program ("NHPHP"), for the FY2020 on behalf of the Board of Veterinary Medicine ("BOVM"). OPLC shall administer the project and ensure that DAMF get its monthly reports from NHPHP.

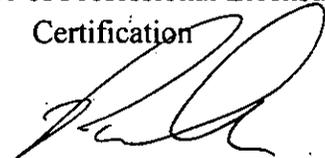
In return, DAMF will pay OPLC an annual amount of \$10,000 for the NHPHP. On a quarterly basis, OPLC will submit an invoice to DAMF for \$2,500. DAMF will submit payment via the IGP process within 30 days of the invoice date.

This agreement and all obligations of the parties hereunder, shall become effective on the date the NHPHP Contract is approved by the Governor and Executive Council of the state of New Hampshire. This agreement shall become null and void in the event that the BOVM's administrative, clerical, and business processing functions are transferred to the OPLC, as has been proposed in the State of New Hampshire 2020/2021 Operating Budget.

This AGREEMENT executed on the day and date first above written.

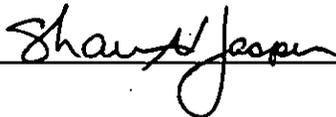
STATE OF NEW HAMPSHIRE
Office of Professional Licensure and
Certification

By: _____



STATE OF NEW HAMPSHIRE
Department of Agriculture, Markets and Food

By: _____



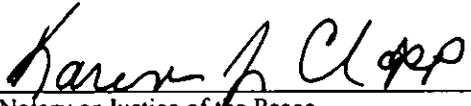
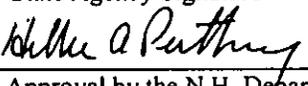
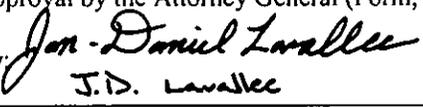
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Office of Professional Licensure and Certification		1.2 State Agency Address 121 South Fruit Street Concord, NH 03301	
1.3 Contractor Name New Hampshire Professionals Health Program		1.4 Contractor Address PO Box 6274 Amherst, nH 03031	
1.5 Contractor Phone Number 603-491-5036	1.6 Account Number 010-021-2100-24060000-531-500372	1.7 Completion Date 06/30/2020	1.8 Price Limitation \$450,000
1.9 Contracting Officer for State Agency Hallie Pentheny, Director of Finance		1.10 State Agency Telephone Number 603-271-0142	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Sally Garhart, MD, Medical Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>MERRIMACK</u> On <u>May 28, 2019</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 		KAREN J. CLAPP, Notary Public State of New Hampshire My Commission Expires January 27, 2021	
1.13.2 Name and Title of Notary or Justice of the Peace <u>KAREN J. CLAPP - CLERK IV</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Hallie A Pentheny Director of Finance	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  J.D. Lavallee On: <u>May 31, 2019</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

EXHIBIT "A"
SCOPE OF SERVICES

PROFESSIONALS' HEALTH PROGRAM

The Contractor shall provide a comprehensive monitoring program to the New Hampshire Boards of Medicine, Pharmacy, Dental Examiners, Nursing and Veterinary Medicine, including dentists, pharmacists, veterinarians, physicians, physician Assistants, resident physicians in training and licensees of the Board of Nursing ("Healthcare Professionals") in the State of New Hampshire ("State"), for any impairment from alcohol or substance abuse, and/or behavioral or physical conditions. The State has the sole option to renew this contract for an additional one year period subject to Governor and Council approval, for the expense of \$450,000. The services that shall be provided by the Contractor are as follows:

I. General Provisions

The Contractor has a program that is available to all the Healthcare Professionals licensed in this state and, for the Boards of Dental Examiners and Medicine, all those seeking licensure.

The Contractor shall assist referred Healthcare Professionals in identifying intervention resources to establish and evaluate the nature and severity of chemical, alcohol, and/or behavioral problems. Additionally, the Contractor shall offer a confidential pathway for those Healthcare Professionals who recognize the need to self-report and enter into treatment without any perceived penalty or Board involvement (unless they relapse or violate their monitoring agreement in another way).

Programs that investigate reports of a Healthcare Professional's health or impairment problems shall be a referral resource for Healthcare Professionals with potential health or impairment problems.

The Contractor may develop, administer, and monitor a treatment plan contract with Healthcare Professionals, which, if violated, shall be reported to both the appropriate Board Administrator and the Director of the Division of Health Professions within two business days of the violation.

The Contractor shall monitor the recovery process, which may include body fluid monitoring, support group programs, and any other related programs that will prepare the referred Healthcare Professional to resume the full practice of their profession.

The Contractor shall provide a minimum of two hours of continuing education programs in New Hampshire to all Healthcare Professionals on substance abuse at least once per year.

The Contractor shall make available information to Healthcare Professionals notifying them of the availability of the program; the dangers of substance abuse; occupational stressors; behavioral issues and mental and/or physical health issues that may impact their ability to function at work on an annual basis.

The Contractor is responsible to the Board of Medicine, the Board of Pharmacy, the Board of Dental

Examiners, the Board of Veterinary Medicine, and the Board of Nursing ("Boards") for all record keeping which the Boards, on a monthly, quarterly and annual basis, shall monitor as well as all other communications necessary to keep the Boards informed of the Healthcare Professionals in the program.

Should a referred Healthcare Professional elect a different mode or location of treatment that is deemed unacceptable to the Contractor, the Contractor will notify the Board(s) within two business days. The Boards must approve the alternate mode or location of treatment.

The Contractor shall be required to provide and discuss with the Director of the Division of Health Professions and Board Administrators on a quarterly basis, or as requested, to assess progress towards performance measures, clinical quality and, if necessary, administrative function.

II. Hiring of new staff shall be in accordance with the following:

The Contractor shall notify the Boards in writing within 30 days of hire, when a new Medical Director or Assistant Director is hired to work in the program. If the new hire is a licensed health care professional in this or any other state, notification from the licensee's state must be obtained stating that the professional's license is current and in good standing. It is also required that if the health professional is not licensed in the State of New Hampshire, an application shall be filled out and the license approved by the respective Board prior to start of employment. The respective Board will also require a resume of the new hire.

III. Quality or Performance Improvement (QI/PI)

The Contractor shall submit a Work Plan/Summary of Activity Reporting Form on a monthly basis that accurately details activities, educational presentations, clinical outcomes and continuous quality improvement plans that monitor and evaluate the agency's progress towards achieved goals. This would include forms that demonstrate the number of hours of consultation, referral sources, and the consultation topics and outcomes. Monthly reporting for EACH Board will include but is not limited to:

- Number and source of referrals;
- Number of individuals who sign participation agreements;
- Types of participation agreements signed including comprehensive evaluation(s), substance/alcohol abuse or dependency, dual diagnosis, mental illness, physical illness/impairment, behavioral issues, and/or burnout;
- Number of cases referred to the program by the Board, including third party referrals that are participating but pending Board review;
- Number of Healthcare Professional participants referred to the program by Board Order;
- Number of self-referred cases closed and reason(s) for closure;
- Number of active cases;
- Number of Healthcare Professional participants employed in the profession;
- Number of Healthcare Professional participants completing the program;
- Number of Healthcare Professional participants who are reported back to the Board for failing to comply with the participation agreement;
- Monitoring activities, including number of drug screens requested, refused, and conducted with results of these tests; and

- Monitoring of compliance with contractual treatment intervention(s).

A Quality Improvement (QI) report with relapse statistics and performance measures will be developed and submitted on a monthly basis according to the performance measures starting criteria as described starting on page 4:

The Director of the Division of Health Professions or its designee and the Boards shall conduct program monitoring of the contractor and/or sub-contractors, by close examination of the performance measures below. Program monitoring shall include, but not be limited to, examinations as to whether the results contemplated by the legislature have been and are being achieved by the contractor and/or sub-contractors and whether such objectives could be obtained more effectively through other means.

Performance Measure #1

Measure: Number of Healthcare Professionals Receiving Services

Definition: **Numerator** - Number of Healthcare Professionals enrolled in the program who received services during the reporting month

Denominator - Number of Healthcare Professionals in New Hampshire that month*

Data Source: Medical records, clinical encounter data, clinical reports

Performance Measure #2

Measure: Number of Newly-Enrolled Healthcare Professionals by Board Order

Definition: **Numerator** - Number of newly enrolled Healthcare Professionals enrolled by board order.**

Denominator - Number of Healthcare Professionals enrolled in the program each month*

Data Source: Medical reports, clinical encounter data, clinical reports.

Note: Performance measure must indicate whether the enrollee is voluntary or mandated.

Performance Measure #3

Measure: Number of Newly-Enrolled Healthcare Professionals by Self-Report

Definition: **Numerator** - Number of newly-enrolled Healthcare Professionals per month.**

Denominator - Number of Healthcare Professionals enrolled in the program each month*

Data Source: Medical reports, clinical encounter data, clinical reports

Note: Performance measure must indicate whether the enrollee is voluntary or mandated.

Performance Measure #4

Measure: Relapse Rate

Definition: **Numerator** - Number of Healthcare Professionals who initially enrolled in the program and who relapsed into addictive behavior or otherwise violate their contract each year.

Denominator - Number of Healthcare Professionals enrolled in the program each year*

Data Source: Medical reports, clinical encounter data, clinical reports

Performance Measure #5

Measure: Number of Healthcare Professionals completing the program successfully

Definition: **Numerator** - Number of Healthcare Professionals who initially enrolled in the program and completed it successfully.

Denominator - Number of Healthcare Professionals enrolled in the program each month*

Data Source: Medical reports, clinical encounter data, clinical reports

Performance Measure #6

Measure: Number of Missed Drug Screen and/or Monitoring Activities per month by Healthcare Professionals in the monitoring program

Definition: **Numerator** - Number of Healthcare Professionals who missed a drug screen and/or monitoring activity that month.

Denominator - Number of Drug Screen and/or Monitoring Activities that month.

Data Source: Medical reports, clinical encounter data, clinical reports

**The Provider will be given a number of licensees (denominator) for each board at the beginning of the fiscal year to be used for that year. The breakdown should be by board in total (i.e. Board of Medicine total, Board of Nursing total, etc.)*

***The Provider should not "double count" a newly enrolled mandated professional that was previously*

voluntary, but the number should be reported in an explanation box.

Reports shall be provided to the Director of the Division of Health Professions and the Director of Finance within thirty (30) days after the close of each month. The Director of the Division of Health Professions shall then distribute to the appropriate Boards.

EXHIBIT "B"
METHOD AND CONDITIONS PRECEDENT TO PAYMENT

PROFESSIONALS' HEALTH PROGRAM

1. The Contractor shall provide all services, supplies, and equipment pursuant to Exhibit A – Scope of Services.
2. All drug testing, treatment, and assessment costs are the responsibility of the Healthcare Professional.
3. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8 (on the contract), for the services provided by the Contractor pursuant to Exhibit A, Scope of Services. Payment will be made on a monthly basis in the amount of \$37,500.
4. Should total contracted cases decline to less than 35; the monthly award will decline by the percent of contracted cases under 35.
5. Failure to make progress as projected or to revise projections with the Director of Health Professions as stated in Exhibit A may jeopardize the Contractor's current and or future funding. Corrective action may include actions such as contract amendment and/or termination of the contract.
6. Payment for said services shall be made as follows:

The Contractor will submit an invoice by the tenth working day after the close of each month, which identifies and requests reimbursement for authorized services rendered in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.

The invoice must be submitted to:
Hallie Pentheny, Director of Finance
Office of Professional Licensure and Certification
121 S. Fruit Street
Concord, NH 03301
accountspayable@oplcnh.gov

EXHIBIT "C"
SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided in Exhibit A, Scope of Services and, in furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** Once the Contractor is permitted to determine an individual's eligibility for monitoring, the eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Documentation:** The Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Boards request.
3. **Accreditation:** If the Contractor is a Healthcare Professional or a Healthcare Professional is in charge of this program, the following shall be provided to support this contract:
 - 3.1 Provide proof of a NH Healthcare Professional license, which is current, and in good standing, without restrictions.
 - 3.2 Be Board Certified in at least one specialty, if applicable.
 - 3.3 Provide proof of adequate Professional Liability Insurance Coverage.
 - 3.4 Provide proof of Malpractice Insurance.
4. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
 - 4.1 Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the OPLC, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the State.
 - 4.2 Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding provision of services and all invoices submitted to the OPLC to obtain payment for such services.
 - 4.3 Participant Records: Where appropriate and as prescribed by State and Federal regulations, the Contractor shall retain a participant file on each recipient of services.
5. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services, and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to State laws and regulations regarding the use and disclosure of such information, disclosure may be made to the professional's licensing Board requiring such information in connection with their official duties and

State of New Hampshire
Office of Professional Licensure and Certification

for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Boards or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, the recipient's attorney or guardian. The detailed reports of every monitoring conducted pursuant to this section shall be confidential and not subject to RSA 91-A. Notwithstanding anything to the contrary contained herein the covenants and conditions contained in this paragraph shall survive the applicable effective date/completion of services of the Contract.

State of New Hampshire

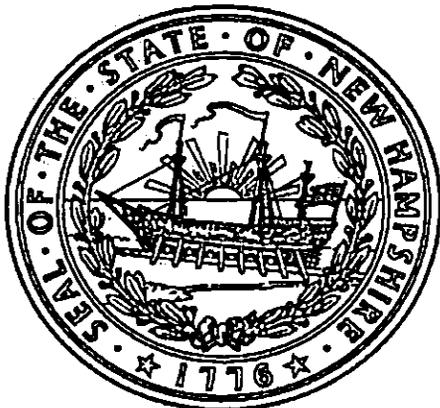
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NEW HAMPSHIRE PROFESSIONALS HEALTH PROGRAM is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 07, 2007. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 577394

Certificate Number: 0004520194



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 24th day of May A.D. 2019.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CORPORATE RESOLUTION

I, James Potter, hereby certify that I am duly elected Treasurer of the NH Professionals Health Program (NHPHP). I hereby certify the following is a true copy of a vote taken at a meeting of the NHPHP Board of Directors, duly called and held on 11/16/2012 at which a quorum of the Directors were present and voting.

VOTED: The NHPHP Board of Directors voted to direct, empower and authorize Dr. Sally Garhart, NHPHP Medical Director, to execute any agreements or documents which may, in her judgment, be desirable or necessary to effect the purpose of this vote.

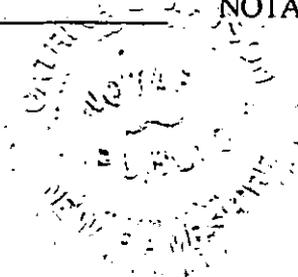
I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of May 31, 2019. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the corporation to the specific contract indicated.

DATED: May 31, 2019

ATTEST: James B. Potter

DATED: May 31, 2019

NOTARY: Cathina L. Watson



CATHINA L. WATSON
Notary Public - New Hampshire
My Commission Expires March 23, 2021



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/6/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Eaton & Berube Insurance Agency, Inc. 11 Concord St Nashua NH 03064	CONTACT NAME: Cathy beauregard PHONE (A/C, No, Ext): 603-882-2766 FAX (A/C, No): 603-886-4230 E-MAIL ADDRESS: cbeauregard@eatonberube.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED NEWHA17 NH Professional Health Program PO Box 6274 Amherst NH 03031	INSURER A : Hiscox Inc NAIC # 10200	
	INSURER B : Liberty Mutual 24198	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 1293878419

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		BZS57426320	7/15/2018	7/15/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Directors & Officers Liability			UWA218300818	9/14/2018	9/14/2019	Limit \$1,000,000 Retention \$5,000 Continuity Date 09/14/2010

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Office of Professional Licensure and Certification
 121 South Fruit Street
 Concord NH 03301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/06/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Eaton & Berube Ins Agency, LLC 11 Concord St. Nashua, NH 03064 603 882-2766		CONTACT NAME: Cathy Beauregard PHONE (A/C, No, Ext): 603 882-2766 FAX (A/C, No): 603 886-4230 E-MAIL ADDRESS: cbeauregard@eatonberube.com	
INSURED Deanne Chapman, PA-C 25 Windsong circle Bedford, NH 03110		INSURER(S) AFFORDING COVERAGE INSURER A : Coverys Insurance	NAIC # 15686
		INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/POP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability Occurrence			002NH000015255	05/01/2019	05/01/2020	\$1,000,000 Per Claim \$3,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER For Informational Purposes Only	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Marc R Berube</i>
--	--

**NEW HAMPSHIRE PROFESSIONALS HEALTH PROGRAM
AGREEMENT FOR SERVICES**

THIS AGREEMENT, effective as provided herein, is entered into by and between the New Hampshire Professionals Health Program ("NHPHP"), a New Hampshire non-profit corporation having a principal place of business at 125 Airport Road, Concord, NH 03301, and Souhegan Occupational Medicine PLLC ("SOM").

WHEREAS, NHPHP seeks to retain the services of a physician licensed in the State of New Hampshire to provide professional and Medical Director services;

WHEREAS, SOM employs and seeks to provide to NHPHP the services of a physician licensed to practice medicine in the State of New Hampshire to serve as Medical Director.

WHEREAS, NHPHP and SOM wish to enter into this Agreement, the terms of which shall govern the future relationship between the parties.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Engagement. NHPHP hereby agrees to engage SOM to provide the services described herein and SOM accepts such engagement.
2. Services. SOM shall be responsible for providing the following Services:

2.1 Providing the services of a Medical Director to direct the activities of NHPHP pursuant to the Bylaws, policies and procedures of NHPHP and with agreements between NHPHP and the New Hampshire Office of Professional Licensure and Certification (OPLC).

3. Service Provider. The Service Provider will be Sally Garhart, MD ("Dr. Garhart"), who will serve as Medical Director and who shall sign this Agreement acknowledging her obligation to provide services in accordance with therewith. If the Assistant Medical Director terminates his/her contract with NHPHP during the course of this Agreement, SOM may select a replacement provider pending approval from the Board of NHPHP which shall not be unreasonably withheld. SOM shall be solely responsible for compensating the Service Provider, Dr. Garhart, for services provided hereunder including all salary and benefits. It shall be responsible for any withholding required under state or federal law including any payroll taxes and for the provision of any required insurance. SOM shall defend, indemnify and hold harmless NHPHP for any claim, action, suit or demand by the Service Provider for failure to provide compensation for services rendered hereunder. Should SOM

employ any new Service Providers for the purpose of performing NHPHP duties during the term of this Agreement, he/she will agree in writing to provide services in accordance with the conditions of this Agreement.

4. Term and Termination.

4.1 Term. The term of this Agreement shall commence effective July 1, 2019 and, unless and until sooner terminated in accordance with the provisions hereof, shall continue for a period of two (2) years.

4.2 Termination. This Agreement shall terminate as set forth above or upon the date of the occurrence of any of the following events:

(a) Without cause upon sixty (60) days notice by either party;

(b) Death of Medical Director or total disability for a period of more than thirty (30) days;

(c) Termination for cause hereunder, as determined by NHPHP in its sole discretion, which shall be defined for purposes hereof as any termination of employment due, wholly or in part, to one or more of the following:

(1) The restriction, suspension or revocation of Medical Director's license to practice medicine in any jurisdiction, including the State of New Hampshire;

(2) Any conduct by SOM inconsistent with the Bylaws, policies or procedures of NHPHP or any agreements negotiated with the OPLC or contrary to the direction of the NHPHP Board, provided that SOM shall be given notice of such conduct and a thirty (30) day opportunity to cure.

5. Compensation.

5.1 Compensation Rate. NHPHP shall compensate SOM for services at a rate of \$15,000.00 monthly due and payable at the beginning of each contract month. If this Agreement should terminate for any reason prior to the end of the term, compensation will be prorated to the date of termination.

5.2 Expenses. NHPHP shall either pay directly or reimburse SOM for authorized expenses incurred in the provision of services including expenses associated with Dr. Garhart's membership in and attendance of meetings for the Federation of State Physician Health Programs, attendance or participation at other pertinent CME programs/events, mail/fax expenses, telephone expenses, website maintenance, IT services, and any other NHPHP-related expenses approved in advance by the NHPHP Board. All other expenses are included in the Compensation Rate.

6. Relationship of the Parties. This Agreement is not intended to create any relationship between the Parties other than that of independent parties contracting with each other hereunder solely for the purpose of effectuating the provisions of this Agreement. Neither party shall have obligation with respect to the withholding or payment of employment or payroll taxes, workers compensation insurance premiums, unemployment compensation contributions, social security or Medicare taxes or the like with respect to any of the personnel, physician or non-physician, supplied by the other party pursuant to this Agreement. If, contrary to the understanding and contemplation of the Parties, any such liability is imposed upon either party by any regulatory agency, court or other tribunal of competent authority, each party shall indemnify and hold the other party harmless from any and all such liability.
7. Insurance. Dr. Garhart shall maintain professional liability insurance in the amount of One Million Dollars per occurrence and Three Million Dollars in the aggregate annually for services provided by Service Provider in effect at all times during the term of this Agreement and shall provide continuing coverage or tail coverage as appropriate upon termination of the Service Provider or of this Agreement.
8. Confidentiality. SOM shall treat all information received in the course of providing Services hereunder as confidential. It shall comply with all applicable legal requirements to maintain the confidentiality of information obtained in the course of rendering services and shall disclose information only as permitted hereunder.
9. Assignment. Neither party may voluntarily assign or delegate any of his rights or obligations hereunder without the prior written consent of the other party.
10. Governing Law. This Agreement has been executed in accordance with and shall be governed by and construed in accordance with the laws of the State of New Hampshire. Any suits, claims, causes of action or disputes arising under this Agreement shall be brought in the Merrimack County Superior Court, New Hampshire or the U.S. District Court for the District of New Hampshire.
11. Complete Agreement and Amendment. All the provisions of this Agreement are set forth in the writing herein which alone fully and completely expresses the agreement of the NPHP and SOM relating to this Agreement. This Agreement supersedes all prior contracts, agreements, arrangements, communications, discussions, representations, and warranties, whether oral or written between the Parties regarding the subject matter hereof. This Agreement may not be amended, except by instrument in writing, signed by the parties hereto.
12. Severability. If any provision of this Agreement shall be held invalid or

unenforceable according to law, the remaining provisions hereof shall not be affected thereby, and shall continue in full force and effect.

13. Notices. All notices or other written communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given as of the day and time of mailing by certified or registered mail, postage prepaid, or by private express carrier service, to such addresses which the parties hereto, shall by like notice, from time to time, notify one another. Any period of notice or other time limitation in this Agreement which, but for this provision, would expire on a Saturday, Sunday or legal holiday shall be extended to the next succeeding weekday, which is not a legal holiday.
14. Binding Upon Successors. Except as otherwise set forth herein, this Agreement shall be effective and inure to the benefit of and be binding upon the heirs and personal representatives of the parties hereto, and upon permitted assigns and permitted successors of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the dates set forth below.

NEW HAMPSHIRE PROFESSIONALS HEALTH PROGRAM



(duly authorized)

5/25/2019
Date

SOUHEGAN OCCUPATIONAL MEDICINE PLLC



(duly authorized)

05/24/2019
Date

**NEW HAMPSHIRE PROFESSIONALS HEALTH PROGRAM
AGREEMENT FOR SERVICES**

THIS AGREEMENT, effective as provided herein, is entered into by and between the New Hampshire Professionals Health Program ("NHPHP"), a New Hampshire non-profit corporation having a principal place of business at 125 Airport Road, Concord, NH, 03301, and WorkWELL Occupational Health Resources, LLC ("WOHR").

WHEREAS, NHPHP seeks to retain the services of a physician assistant licensed in the State of New Hampshire to provide professional and Director of Operation services;

WHEREAS, WOHR employs and seeks to provide to NHPHP the services of a physician assistant licensed to practice medicine in the State of New Hampshire to serve as Director of Operations.

WHEREAS, NHPHP and WOHR wish to enter into this Agreement, the terms of which shall govern the future relationship between the parties.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Engagement. NHPHP hereby agrees to engage WOHR to provide the services described herein and WOHR accepts such engagement.
2. Services. WOHR shall be responsible for providing the following Services:
 - 2.1 Providing services of the Director of Operations to the NHPHP program pursuant to the Bylaws, policies and procedures of NHPHP and with agreements between NHPHP and the New Hampshire Office of Professional Licensure and Certification (OPLC);
3. Service Provider. The Service Provider will be Deanne Chapman, MS, PA-C ("Ms. Chapman"), who will serve as Director of Operations and who shall sign this Agreement acknowledging her obligation to provide services in accordance with therewith. WOHR shall be solely responsible for compensating the Service Provider, Ms. Chapman, for services provided hereunder including all salary and benefits. It shall be responsible for any withholdings required under state or federal law including any payroll taxes and for the provision of any required insurance. WOHR shall defend, indemnify and hold harmless NHPHP for any claim, action, suit or demand by the Service Provider for failure to provide compensation for services rendered hereunder. Should WOHR employ any new Service Providers for the purpose of performing NHPHP duties during the term of this Agreement, he/she will agree in writing to provide services in accordance with the conditions of this Agreement.

4. Term and Termination.

4.1 Term. The term of this Agreement shall commence effective July 1, 2019 and, unless and until sooner terminated in accordance with the provisions hereof, shall continue for a period of two (2) years.

4.2 Termination. This Agreement shall terminate as set forth above or upon the date of the occurrence of any of the following events:

(a) Without cause upon sixty (60) days notice by either party;

(b) Death of Director of Operations or total disability for a period of more than thirty (30) days;

(c) Termination for cause hereunder, as determined by NHPHP in its sole discretion, which shall be defined for purposes hereof as any termination of employment due, wholly or in part, to one or more of the following:

(1) The restriction, suspension or revocation of Director of Operations' license to practice medicine in any jurisdiction, including the State of New Hampshire;

(2) Any conduct by WOHR inconsistent with the Bylaws, policies or procedures of NHPHP or any agreements negotiated with the OPLC or contrary to the direction of the NHPHP Board, provided that WOHR shall be given notice of such conduct and a thirty (30) day opportunity to cure.

5. Compensation.

5.1 Compensation Rate. NHPHP shall compensate WOHR for services at a rate of \$11666.67 monthly due and payable at the beginning of each contract month. If this Agreement should terminate for any reason prior to the end of the term, compensation will be prorated to the date of termination.

5.2 Expenses. NHPHP shall either pay directly or reimburse WOHR for authorized expenses incurred in the provision of services including expenses associated with Ms. Chapman's membership in and attendance of meetings for the Federation of State Physician Health Programs, attendance or participation at other pertinent CME programs/events, mail/fax expenses, telephone expenses, website maintenance, IT services, and any other NHPHP-related expenses approved in advance by the Board. All other expenses are included in the Compensation Rate.

6. Relationship of the Parties. This Agreement is not intended to create any relationship between the Parties other than that of independent parties contracting with each other hereunder solely for the purpose of effectuating the provisions of this Agreement. Neither party shall have obligation with respect to the withholding or payment of employment or

payroll taxes, workers compensation insurance premiums, unemployment compensation contributions, social security or Medicare taxes or the like with respect to any of the personnel, physician or non-physician, supplied by the other party pursuant to this Agreement. If, contrary to the understanding and contemplation of the Parties, any such liability is imposed upon either party by any regulatory agency, court or other tribunal of competent authority, each party shall indemnify and hold the other party harmless from any and all such liability.

7. Insurance. Ms. Chapman shall maintain professional liability insurance in the amount of One Million Dollars per occurrence and Three Million Dollars in the aggregate annually for services provided by Service Provider in effect at all times during the term of this Agreement and shall provide continuing coverage or tail coverage as appropriate upon termination of the Service Provider or of this Agreement.
8. Confidentiality. WOHR shall treat all information received in the course of providing Services hereunder as confidential. It shall comply with all applicable legal requirements to maintain the confidentiality of information obtained in the course of rendering services and shall disclose information only as permitted hereunder.
9. Assignment. Neither party may voluntarily assign or delegate any of his rights or obligations hereunder without the prior written consent of the other party.
10. Governing Law. This Agreement has been executed in accordance with and shall be governed by and construed in accordance with the laws of the State of New Hampshire. Any suits, claims, causes of action or disputes arising under this Agreement shall be brought in the Merrimack County Superior Court, New Hampshire or the U.S. District Court for the District of New Hampshire.
11. Complete Agreement and Amendment. All the provisions of this Agreement are set forth in the writing herein which alone fully and completely expresses the agreement of the NHPHP and WOHR relating to this Agreement. This Agreement supersedes all prior contracts, agreements, arrangements, communications, discussions, representations, and warranties, whether oral or written between the Parties regarding the subject matter hereof. This Agreement may not be amended, except by instrument in writing, signed by the parties hereto.
12. Severability. If any provision of this Agreement shall be held invalid or unenforceable according to law, the remaining provisions hereof shall not be affected thereby, and shall continue in full force and effect.
13. Notices. All notices or other written communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given as of the day and time of mailing by certified or registered mail, postage prepaid, or by private express carrier service, to such addresses which the parties hereto, shall by like notice, from

time to time, notify one another. Any period of notice or other time limitation in this Agreement which, but for this provision, would expire on a Saturday, Sunday or legal holiday shall be extended to the next succeeding weekday, which is not a legal holiday.

14. Binding Upon Successors. Except as otherwise set forth herein, this Agreement shall be effective and inure to the benefit of and be binding upon the heirs and personal representatives of the parties hereto, and upon permitted assigns and permitted successors of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the dates set forth below.

NEW HAMPSHIRE PROFESSIONALS HEALTH PROGRAM



(duly authorized)

5/26/2019
Date

WORKWELL OCCUPATIONAL HEALTH RESOURCES, LLC



(duly authorized)

5/24/19
Date

**State of New Hampshire
Board of Medicine
Office of Professional Licensure and Certification
121 South Fruit Street, Suite 301
Concord, NH 03301-2412**

(603) 271-6936

Verification Report

This is to certify that the records of the New Hampshire Board indicate the following information:

Licensee: SALLY J GARHART, MD

Specialty: Internal Medicine

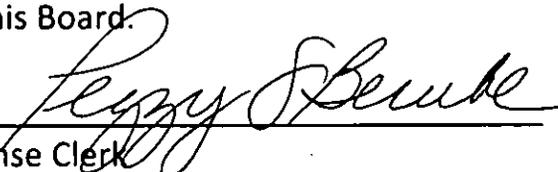
License Number: 7412

Issue Date: August 14, 1986

Expiration Date: June 30, 2020

Remarks: In good standing.

To expedite the certification of licensure process, the above is the standard format for all professionals regulated by this Board.



License Clerk

5/6/19

Date



State of New Hampshire
Board of Medicine
Office of Professional Licensure and Certification
121 South Fruit Street, Suite 301
Concord, NH 03301-2412

(603) 271-6936

Verification Report

This is to certify that the records of the New Hampshire Board indicate the following information:

Licensee: DEANNE M CHAPMAN, PA

Specialty: PHYSICIAN ASSISTANT (PA)

License Number: 0350

Issue Date: March 1, 2000

Expiration Date: December 31, 2019

Remarks: In good standing.

To expedite the certification of licensure process, the above is the standard format for all professionals regulated by this Board.



License Clerk



Date

(SEAL)



Currently Certified as a Medical Review Officer by MROCC

Name:	Sally J. Garhart, M.D.
Certification Number:	15-11458
Certification Cycle:	December 31, 2015 to December 31, 2020
Company:	Souhegan Occupational Medicine
Address Line 1:	199 State Rt 101 #6274
Address Line 2:	
City:	Amherst
State:	NH
Country:	United States
Email:	sgarhart@nhphp.org
Date Printed:	December 18, 2015
Source:	MROCC website. The verification of certification using this web site meets primary source requirements as defined by JCAHO and NCQA.

This notice serves as verification that the above referenced physician is a certified Medical Review Officer (MRO) through the Medical Review Officer Certification Council (MROCC). MROCC certifies, through an eligibility process and written examination, licensed physicians who have had appropriate CME training and experience in performing the essential duties of the MRO. Certification is intended to ensure the public of quality services and the maintenance of ethical conduct by qualified physicians involved in drug and alcohol testing review.

MROCC's certification examination is annually reviewed and approved by the Department of Health and Human Services, and fulfills the requirement for certification of Medical Review Officers as established by the Department of Transportation in its Procedures for Transportation Workplace Drug and Alcohol Testing Programs 49 CFR Part 40 of the Federal Register.

THE AMERICAN BOARD OF INTERNAL MEDICINE

INCORPORATED 1936

ATTESTS THAT

Sally Jeanne Garhart

HAS MET THE REQUIREMENTS OF THIS BOARD AND IS HEREBY

DESIGNATED A DIPLOMATE CERTIFIED IN

THE SPECIALTY OF

INTERNAL MEDICINE

Harold J. Fallon
Laurie E. Eddy
James S. Delaney
Dorothy J. ...
George D. Webb
William J. ...
Lucia A. Chene
John J. ...
S. ...
Mildred E. ...

Robert M. Drubba Jr.
R. ...
Donald T. ...
Eugene W. ...
Eugene P. ...
Arvid ...
Helen ...
Edmund D. ...
William R. ...
Constance ...



Lionel ...
Edgar ...
Thomas ...
Henry ...
Ludwig ...
Ralph ...
William ...
Robert ...
Stanley ...

Ernest ...
Jay ...
Charles ...
John ...
Lester ...
William ...
Marion ...
Anne ...
Kenneth ...
Richard ...



May 31, 2019

NH Office of Professional Licensure and Certification
Attn: Hallie Pentheny, Director of Finance
121 South Fruit Street
Concord NH 03301

RE: Souhegan Occupational Medicine LLC; Workwell Occupational Health Resources LLC

Dear Ms. Pentheny,

This letter is to confirm that the following entities and/or individuals carry Professional liability, also known as medical malpractice insurance, and that they are not required to carry NH Workers Compensation insurance per statute.

Medical Malpractice is the same as Professional liability coverage when used in this context for physicians and other medical providers.

Sally Garhart, MD & Souhegan Occupational Medicine LLC are insured for Medical Professional liability under policy # 776278 effective 9/16/18 – 9/16/19.

Deanne Chapman PA-C & Workwell Occupational Health Resources LLC are insured for Medical Professional liability under policy # 002NH000015255 effective 5/1/19 – 5/1/20.

Since both Souhegan Occupational Medicine LLC and Workwell Occupational Health Resources LLC are sole member LLC entities in NH and do not have any other employees, they are not required to carry Workers compensation in NH. Therefore they do not carry Workers Compensation policies. NH Professionals Health Program also does not have any employees and therefore is not required to carry Workers Compensation. Both Dr Garhart and Deanne Chapman are independent contractors for NH Professionals Health Program.

Feel free to contact me at 603-689-7229 or by email at cbeauregard@eatonberube.com with any questions. Thank you!

Sincerely,

Cathy Beauregard
Account Manager
CBX/974924

Eaton & Berube Insurance Agency, LLC

11 Concord Street • Nashua, New Hampshire 03064

PHONE 603.882.2766 • FAX 603.886.4230 • 800.660.5362